

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**STANLEY SHEPHERD,
Plaintiff,**

VS.

**DALLAS COUNTY, TEXAS
Defendant.**

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**CIVIL ACTION NO.
3:05-CV-1442-D
(ECF)**

APPENDIX TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

**BILL HILL
DISTRICT ATTORNEY**

**DOLENA T. WESTERGARD
ASSISTANT DISTRICT ATTORNEY
TEXAS BAR NO. 21219800
FEDERAL SECTION
FRANK CROWLEY COURTS BUILDING
133 N. INDUSTRIAL BLVD., LB 19
DALLAS, TEXAS 75207-4399
(214) 653-3692
(214) 653-2899 (FAX)**

ATTORNEYS FOR DEFENDANT

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- Exhibit 1 - Affidavit of Allen Clemson (with attachments)(App. 001-022)
- Exhibit 2 - Affidavit of Leslie Sweet (with attachments)(App. 023-28)
- Exhibit 3 - Medical Records pertaining to Stanley Shepherd during his confinement in the Dallas County Jail between October 4, 2003 and January 22, 2004 (App.29-60)

Respectfully submitted,

**BILL HILL
DISTRICT ATTORNEY**

/s/ Dolena T. Westergard
DOLENA T. WESTERGARD
ASSISTANT DISTRICT ATTORNEY
TEXAS BAR NO. 21219800
FEDERAL SECTION
133 N. INDUSTRIAL BLVD., LB 19
DALLAS, TEXAS 75207-4399
(214) 653-3692
(214) 653-2899 (FAX)

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this Notice was delivered to counsel for the Plaintiffs by its electronic filing.

/s/ Dolena T. Westergard
DOLENA T. WESTERGARD

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**KENNETH ANDERSON, et al.,
Plaintiffs,**

VS.

**DALLAS COUNTY, TEXAS,
Defendant.**

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**CIVIL ACTION NO.
3:05-CV-1248-G
(ECF)**

AFFIDAVIT OF ALLEN CLEMSON

Before me, the undersigned authority, personally appeared Allen Clemson who, being by me first duly sworn, deposed and stated as follows:

My name is Allen Clemson. I am over twenty one years of age, of sound mind, capable of making this affidavit and have personal knowledge of the facts stated herein, all of which are true and correct.

I am the duly appointed Administrator for the Commissioners Court of Dallas County, Texas ("the County") and have held that position for more than 20 years. The position of Administrator is the highest ranking non-elected officer in County government and, in such position, I report directly to the Dallas County Commissioners Court and function as the chief of staff of that body.

On behalf of the County I took the lead in the negotiations of a certain "Interlocal Agreement to Provide Medical Services" dated October 29, 2002 ("the Agreement") between the County, University of Texas Medical Branch at Galveston ("UTMB") and



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the Dallas County Hospital District. A true and correct copy of the Agreement is attached hereto as Exhibit A.

UTMB unilaterally solicited the County about UTMB providing medical and mental health care services to inmates confined in the Jail. After a competitive qualification process, and based in large part on the purported expertise of UTMB in correctional health care, the County authorized me, along with others from the County and the Hospital District, to negotiate the Agreement. I was personally involved in and took the lead in the negotiation of the Agreement on behalf of the County. The selection of UTMB and negotiation of the Agreement took almost two years.

During the negotiation process and prior to executing the Agreement with UTMB, the County sought input from several sources, including public mental health organizations. The input from these groups regarding the mental health services to be provided by UTMB at the Jail was incorporated into Exhibit A of the Agreement entitled "Covered Services."

Under the Agreement UTMB was to be the sole provider of medical services to inmates of the Dallas County Jail ("the Jail"). Since UTMB was to be the sole provider of inmate medical services in the Jail I, acting on behalf of the County, wanted to make sure UTMB provided reasonable and adequate medical care to inmates consistent with the standard of care in other detention facilities in the State of Texas. UTMB was therefore explicitly required to provide medical services to inmates in accordance with the standards of care established by the American Correctional Association, the Texas Commission on Jail Standards, the Texas Juvenile Probation Commission and the Texas Department of Protective and Regulatory Services under the Agreement. (See Paragraph

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D(3) of the Agreement). At all times material to the Agreement it was the policy of the County to insure that the quality of medical care provided to inmates of the Jail was reasonable and adequate and met or exceeded the standards established by these agencies.

Effective March 1, 2006 the Agreement for UTMB to provide medical services to inmates of the Jail was terminated and those services are currently performed by Parkland Health & Hospital System/Dallas County Jails, a subdivision of the Dallas County Hospital District.

Further the affiant sayeth not.


Allen Clemson, AFFIANT

STATE OF TEXAS §

COUNTY OF DALLAS §

Subscribed and sworn to before me on this 1st day of December, 2006.

Notary Public in and for the State of Texas





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EXHIBIT A

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STATE OF TEXAS §

COUNTY OF DALLAS §

**INTERLOCAL AGREEMENT TO PROVIDE MEDICAL SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND
PARKLAND HEALTH AND HOSPITAL SYSTEM, A PART OF THE DALLAS
COUNTY HOSPITAL DISTRICT, ON BEHALF OF DALLAS COUNTY**

WHEREAS, currently the County and DCHD provide for the provision and administration associated with primary health care and required hospital services to adult inmates and juvenile detainees of County detention and jail facilities; and

WHEREAS, Chapter 791 of the Texas Government Code, as amended, authorizes interlocal agreements between local government agencies to perform governmental functions; and Section 791.025 of the Texas Government Code does permit interlocal agreements between local governments for the purchase of goods and services and does satisfy the requirement of local governments to seek competitive bids for the purchase of such goods and services; and

WHEREAS, County and DCHD now desire to enter into this Agreement to permit UTMB to provide and administer all health care related services to adult inmates and juvenile detainees of County facilities, as more specifically described herein.

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by and between the County, DCHD and UTMB upon and for the mutual consideration as stated herein:

A. DEFINITIONS.

1. Agreement. Reference to this Interlocal Agreement to Provide Medical Services Between UTMB and DCHD, on Behalf of the County.
2. DCHD. Parkland Health and Hospital System, part of the Dallas County Hospital District, a governmental entity.
3. UTMB. The University of Texas Medical Branch at Galveston, a governmental entity.
4. County. Dallas County, a governmental entity in the State of Texas, including the Dallas County Sheriff's Department and the Dallas County Juvenile Department.
5. Inmates. An adult or juvenile person who is classified as a detainee or inmate of one of

the following County detention facilities or juvenile correctional facilities: Lew Sterrett Jail – North and West Towers and the B Building; George Allen Jail; Suzanne Kays Jail; Henry Wade Juvenile Justice Center; Youth Village; Decker Jail; Marzelle C. Hill Center; Letot Center; and all other replacement jails and detention centers, subject to re-population limits (collectively referred to as the "Facilities").

6. Covered Services. See Exhibit A, attached hereto and incorporated fully herein, for specifics, but generally, all health care services for Inmates, including the following: emergency room, trauma, onsite physician sick calls, pre-placement physicals of juvenile detainees, pharmacy medications, disbursement and delivery of pharmacy medications, physician coverage, twenty-four (24) hour, onsite nursing care, orthopedic, obstetrics/gynecological, emergency medicine, internal medicine, psychiatric services, transportation outside of Dallas County, and all others as listed herein; and emergency care for Staff within the Dallas County Jail.
7. Staff. Employees and agents of DCHD and County.
8. Physician Liason. UTMB employee that coordinates as a direct contact with DCHD and County regarding Covered Services under this Agreement.
9. Flat Fee. A fixed rate charged, with no chance of variation regardless of profit or loss of any party.
10. Financial Adjustment. DCHD will deduct from UTMB's quarterly compensation the average daily rate paid by UTMB for each vacant personnel position that remains unfilled more than sixty (60) days for ACA critical positions as identified in Section D.3.b. and more than ninety (90) days for all other positions. The adjustment will start on the 61st and 91st days of vacancies.

B. TERM.

This Agreement is effective on the first day of the month following thirty (30) days after the date of execution and shall continue in full force and effect for THIRTY-SIX (36) months. Upon expiration of the initial term, this Agreement can be renewed annually for five (5) additional years. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated by either party by giving NINETY (90) days prior written notice to the other party.

C. FLAT FEE.

1. UTMB agrees to provide Covered Services for a Flat Fee of FIVE DOLLARS AND

FORTY-NINE CENTS (\$5.49) per Inmate, per day;

2. UTMB and DCHD agree that the Flat Fee described above may be adjusted as described in Exhibit B, attached hereto and incorporated fully herein;
3. All parties agree that nothing herein can be interpreted to increase the current operating cost of the County and/or DCHD, including transportation and labor issues;
4. All Flat Fees paid will be paid from revenue currently available; and
5. If mutually agreed to by both parties, this Flat Fee per day is subject to change after the completion of the initial TWENTY-FOUR (24) months of this Agreement.

D. PARTY RESPONSIBILITIES.

1. DCHD. DCHD agrees to pay in advance all fees in accordance with Section C. above, at the first of each quarter beginning with the effective date of this Agreement. Payment shall be made by wire transfer on or before the tenth (10th) working day of the first (1st) month of each quarter, to be calculated as a good faith estimated total capitation payment. Upon completion of each fiscal year, a final accounting will be made to determine any unearned/earned capitation not received from the Agreement. DCHD will either invoice UTMB for any unearned capitation received by UTMB, or DCHD will remit payment to UTMB for any earned capitation not yet received. This final accounting payment will be resolved no later than 30 days after the anniversary date of this Agreement.
2. County. To the same extent and to the same degree as were provided prior to the execution date below, the County shall continue to be responsible for the same aspects of security and local transportation (within Dallas County only) of Inmates needing Covered Services. By 8:30 am daily, the County shall provide UTMB with all information detailing the number, name and location of Inmates booked in and housed in the Facilities. The County shall allow Inmates access to UTMB for Covered Services. The County agrees that all medical supplies and equipment currently onsite may be used by UTMB on an as-needed basis. The County shall provide written evaluations of UTMB medical personnel during an annual performance report to UTMB. Performance herein shall in no way indicate an acceptance of an increase in the current operating costs of the County. It is the intent of all parties hereto that the County continue to provide exactly the same amount and degree of services and labor as provided prior to the execution date of this Agreement. The County will offer benefits currently available to County employees to the UTMB personnel so long as such benefits are at no additional

cost to the County, such as discounted bus passes.

3. UTMB. UTMB agrees to provide Covered Services to Inmates at the Facilities in accordance with the American Correctional Association, Chapter 273 "Health Services" of the Texas Commission on Jail Standards, the Texas Juvenile Probation Commission and the Texas Department of Protective and Regulatory Services (all collectively referred to as the "ACA") standards of care, or above the ACA standards of care. Failure to meet minimum ACA standards of care is a basis for termination and/or Financial Adjustment under this Agreement. UTMB agrees that all of its health care providers will have and maintain the required licenses or permits that are, or shall become, necessary to perform under this Agreement. All UTMB physicians shall be licensed to practice medicine in the State of Texas in accordance with the applicable laws and regulations and all specialty UTMB physicians shall be board eligible or certified in that particular area of specialty. All UTMB's licensed medical personnel must be certified in Cardiopulmonary Resuscitation. UTMB agrees that County and DCHD shall be provided with the opportunity to review and comment on UTMB's proposed selection for Physician Liaison and Head Nurse position. UTMB shall give comments made by the County and DCHD full consideration when making their final selection for such positions.

- a) Billing. UTMB agrees to provide a quarterly invoice to DCHD;
- b) Personnel. UTMB agrees to provide no less than the total number of personnel as detailed by attachment Exhibit C. With the review and approval of DCHD, UTMB has the authority to modify the existing staffing structure detailed in Exhibit C except in those positions critical for ACA accreditation, which would include the following position categories:

Clinical Supervisor	1
Director of Jail Nurses	1
Forensic Psychiatrist	1
Physician (OB/GYN)	1
Physicians	3
Nurse Practitioner/Physician Asst.	1
Psychiatric Caseworker	6
Psychiatric RN	5
Psychiatrist	2
Public Health Physician	1

All other positions detailed on Exhibit C can be modified toward the goal of building

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a staffing structure capable of addressing the varied needs of the Dallas County Jail Health Program.

UTMB shall use every option available, including temporary staff, to maintain personnel levels established by this Agreement. Personnel positions critical for ACA accreditation left vacant for more than sixty (60) days and other positions left open more than ninety (90) days shall be a basis for financial adjustments under this agreement. Exhibit C is attached hereto and incorporated fully herein. The number and position types of personnel required by UTMB shall be reviewed at the end of the first six (6) months and again on an annual basis; augmentation of ACA critical staff positions to any level less than is outlined above can be modified by the mutual agreement between UTMB and DCHD.

- c) Grievance Procedures. UTMB agrees to adhere to the applicable Texas Commission on Jail Standards (the "TCJS") and/or the Texas Juvenile Probation Commission (the "TJPC") and the Texas Department of Protective and Regulatory Services (the "TDPRS") grievance procedures for Inmates;
- d) Security. UTMB agrees that all service and/or medical providers and onsite UTMB personnel will be subject to security clearance background checks and understand that access will be denied to those persons, in the sole discretion of County, that have questionable backgrounds. UTMB agrees to adhere to all security procedures of the County;
- e) Collection. To the extent permitted by law, regulation or directive, UTMB agrees to institute collection procedures for reimbursement of all or part of the Covered Services' expenses provided to Inmates in the Facilities. When and if UTMB succeeds in collecting some or all of the Inmates' expenses for Covered Service provided herein, the money shall be used as an offset toward what is owed to UTMB and posted within thirty (30) days of receipt by UTMB;
- f) Medical Records. UTMB's personnel shall document treatment and medical findings in each Inmates' medical records in an accurate and timely manner in compliance with commonly acceptable medical practices. All entries shall be legible and signed by the author, providing the name, title and date and time of documentation. All orders pertaining to the general medical care of Inmates shall be written. The UTMB electronic record system will be installed, operated and maintained by UTMB at no cost to DCHD or County. Subject to any third party software license agreement, this electronic record system shall be fully operational and available for use by DCHD and/or the County within twelve (12) months of execution of this Agreement.

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Consistent with the terms and conditions of this Agreement, UTMB will maintain all current and active medical records, however, County shall maintain ownership of all records and will be responsible for storage and archiving of non-active records. Immediate access to all records shall be granted at all times to all parties of this Agreement, with the assistance of UTMB and full cooperation shall be provided to County and/or DCHD in the event of litigation hereunder.

- g) Administrative Support. UTMB agrees to provide management, personnel, facilities, equipment and supplies necessary for the provision of Covered Services, unless specifically exempted herein;
- h) Reporting. UTMB shall provide all reports relating to the provision of Covered Services in a format acceptable to all parties for the purpose of monitoring UTMB's performance. UTMB agrees to provide all other reports relating to the provision of Covered Services as reasonably requested by DCHD and County;
- i) Liability. As an entity of the State of Texas, UTMB's liability, including those of its agents and employees, is limited solely to the extent permitted by and the limits allowed by Chapters 101 and 104 of the Texas Civil Practice and Remedies Code (Texas Tort Claims Act).
- j) Supplies and Equipment. UTMB shall provide necessary supplies, equipment and offsite facilities, as necessary, for the provision of Covered Services; and
- k) Continuity of Staff. UTMB agrees to offer comparable jobs to current Staff of County as long as they meet UTMB's required standards and are otherwise acceptable in UTMB's sole discretion and judgment for a period of six (6) months.

E. PHYSICIAN LIAISON.

To the extent permitted by the laws of the State of Texas and the established policies and procedures of the University of Texas and UTMB, UTMB agrees to designate a Physician Liaison to collaborate with DCHD and the County in the following areas: peer review; quality assurance monitoring; utilization review activities; and clinical policy and procedure development and implementation, including protocols and formulary.

1. The UTMB Physician Liaison shall serve as the main contact between DCHD, the County and offsite health care locations on an on-going basis regarding Inmate admissions, treatment and discharges;
2. The UTMB Physician Liaison shall remove any UTMB personnel assigned to

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Facilities within three (3) hours of request of either DCHD or County, for any reason, at their sole discretion;

3. The UTMB Physician Liaison shall work with DCHD's medical, mental health and case worker Staff in a team approach to medical care and provide consultation and teaching, as indicated, regarding the treatment of Inmates;
4. The UTMB Physician Liaison shall provide a twenty-four (24) hour emergency telephone number to both DCHD and County for communication anytime;
5. The UTMB Physician Liaison shall maintain all licenses and/or certification credentials for all UTMB personnel and shall provide DCHD with copies upon request;
6. The UTMB Physician Liaison shall arrange for UTMB's personnel to be available at DCHD and/or the Facilities for initial orientation by Staff;
7. The UTMB Physician Liaison shall arrange for UTMB's Staff to be available for on-going training, including in-service training, by DCHD Staff, as changes in protocols and procedures are instituted;
8. The UTMB Physician Liaison shall maintain training files with training verification documents provided to DCHD upon request; and
9. The UTMB Physician Liaison shall work with DCHD and the County to implement and monitor mental health diversion and other special needs programs.

F. HIPPA.

All parties agree to adhere to the standards under the Health Insurance Portability and Accountability Act of 1996, as amended, codified at 42 USC § 1320d through d-8 ("HIPPA") or the Protected Health Information standards as promulgated in 45 CFR Part 164 and 45 CFR Part 142 ("PHI"). All parties take notice and agree to follow the exceptions regarding correctional situations. All parties agree to use and disclose PHI only as required to perform the services outlined herein, which may include the proper management and administration of each entity. The parties may provide data aggregation services to health care operations of each of the other parties. The parties will not use or further disclose PHI other than as provided by this Agreement. The parties agree to promptly notify each other of any use or disclosure of PHI not provided for in this Agreement. The parties agree to notify each other of their corrective actions to cure any breaches as soon as possible. The parties understand that any of the other parties may terminate this Agreement immediately

if another party's actions are not successful in remedying the breach and any party may report the problem to the Secretary of Health and Human Services. The parties shall require any agents or subcontractors who receive PHI to be bound by the same restrictions and conditions as stated herein. The parties agree to make its internal practices, books and records relating to the use and disclosure of PHI received from, created or received by the party available to the Secretary of Health and Human Services or each other for purposes of determining each party's compliance with HIPPA. After each party has completed working with or using PHI provided by all of the other parties, they agree to return and destroy all PHI if feasible, and if not feasible, the parties agree to continue to protect the PHI from wrongful use and disclosure. If a party decides to destroy PHI provided by another party under this Agreement, that party will keep a record of the proper destruction or provide all the parties with notice and certification of proper destruction of PHI.

G. INDEMNIFICATION.

To the extent authorized by the Constitution and laws of the State of Texas and without the establishment of a sinking fund, DCHD and the County shall hold harmless and indemnify UTMB, the State of Texas, Board of Regents, University of Texas System and their officers, employees and agents, from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of County or DCHD, its officers and employees, including any acts constituting negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB shall hold harmless and indemnify DCHD, the County, the Sheriff (individually and in his official capacity) the Commissioners and Board members and their officers and employees, from and against any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of UTMB, its officers and employees, including any acts constituting negligence.

H. NOTICES.

Notices shall be effective by hand-delivery, overnight delivery or US certified mail only when in writing and addressed as follows:

UTMB: Richard S. Moore
Vice President for Business & Administration
UTMB Administration Building
Suite 621
Galveston, Texas 77555-0126

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409-772-6454

and copy to: Attn: Director, Financial Management Services
Correctional Managed Care
Galveston, Texas 77555-1008
409-747-2600

DCHD: Attn: Nina MacIntosh
Vice President of Ambulatory Services
Parkland Health and Hospital System, Dallas County Hospital District
5201 Harry Hines Blvd.
Dallas, Texas 75235

County: Attn: Allen Clemson
Commissioners Court Administrator
411 Elm, Suite 200
Dallas, Texas 75202
214-653-7327
214-653-7057 fax

I. DISPUTE RESOLUTION.

The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. DCHD/or County must give written notice to UTMB of a claim for breach of this Agreement not later than one hundred eightieth (180th) day after the date of the event giving rise to the claim. By its execution of this Agreement, DCHD and/or County, acknowledges and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement constitutes or is intended to constitute a waiver of UTMB's, the County's or DCHD's immunity from suit.

J. MISCELLANEOUS PROVISIONS.

1. Binding Agreement and Authority. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.

2. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
3. Party Status. Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other.
4. Prompt Payment Act. UTMB agrees that a temporary delay in making payments due to the County's or DCHD's accounting and disbursement procedures shall not place them in default of this Agreement and shall not render the County and/or DCHD liable for interest or penalties, provided such delay shall not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251, Texas Government Code, as amended.
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue of any legal action filed by either UTMB, DCHD or County shall lie in Dallas County, Texas. Nothing herein is intended to create any third party beneficiaries.
6. Immunity. This Agreement shall be expressly subject to DCHD and UTMB's governmental immunity and the County's sovereign immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all applicable federal and Texas law.
7. Severability. In the event that one (1) or more of the sections herein shall be held invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining sections of this Agreement, which shall remain in full force and effect.
8. Fiscal Funding. Notwithstanding any section contained herein, this Agreement is expressly contingent upon the availability of funding for each item and obligation contained herein for the term of this Agreement, and any extensions hereto. UTMB shall have no right of action against the County or DCHD in the event that they are unable to fulfill their obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal year.

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In the event that the County or DCHD is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County or DCHD, at their sole discretion, shall provide funds from a separate source or terminate this Agreement.

9. The parties understand and agree that UTMB is a component institution of The University of Texas System and therefore this agreement is subject to the approval of the Board of Regents of the University of Texas System.

EXECUTED this the 29th day of October, 2002.

COUNTY:

BY: Margaret Kelihier
Margaret Kelihier
County Judge

UTMB:

BY: Richard S. Moore
Richard S. Moore
Vice President for Business
and Administration
OCT 29 2002

Content reviewed as

RECOMMENDED BY:

BY: Jim Bowles
Jim Bowles
Dallas County Sheriff

DCHD:

BY: Mark Teresi
Mark Teresi
Chief Financial Officer

RECOMMENDED BY:

BY: Cheryl Shannon
Judge Cheryl Shannon
Chairman, Dallas County Juvenile Board

APPROVED AS TO FORM*:

BY: Janet R. Ferguson
Janet R. Ferguson
Chief, Civil Section

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients.

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It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

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EXHIBIT "A"
COVERED SERVICES

1. **Intake Screen.** UTMB agrees to provide initial intake medical screening consisting of medical and mental health screening services currently being provided by County and/or DCHD within 24 hours of being booked in to jail.
 - a) UTMB shall screen all Inmates for mental health services in accordance with current standards and practices established by the DCHD, including: mental health evaluation, suicide risk identification, medication management and crisis intervention, all as required by the TCIS. Based on the initial County intake medical screening inmates in need of psychiatric care will be examined within 7 days for routine cases and 3 days for acute cases. UTMB, based on available information, shall establish the capability of medicating inmates suffering from acute psychosis and withdrawal during intake.
 - b) Upon admission and/or as necessary, all Inmates shall receive medical screening and/or a physical examination by a nurse prior to placement in the general population of the Facilities within the prescribed time, as required by the ACA, including all pre-placement physicals required for juvenile Inmates; and
 - c) Upon admission, UTMB shall screen all Inmates for TB as legally required by the ACA and/or the TCIS.
2. **Sick Call.** UTMB agrees to make scheduled rounds to sick Inmates at the Facilities.
 - a) UTMB health care providers shall visit Facilities during scheduled hours to assess, treat or refer Inmates to an off-site treatment center.
 - b) UTMB shall confer with DCHD and the County to provide on-site space for a daily, scheduled sick call.
3. **Hospital Care.** UTMB agrees to refer Inmates to hospitals to which it has contracts approved by DCHD and the County for: emergency room services; trauma services; inpatient services; outpatient services; and specialty clinic services. UTMB intends to contract with DCHD as its sole hospital service provider. However, the County can refer Inmates to any hospital for security reasons.
4. **Specialty Services.** UTMB agrees to facilitate Inmates' access to appropriate medically necessary, specialty services. UTMB's physicians, at UTMB's expense, shall make referrals for off-site consultations, tests and procedures required. UTMB will maintain specific programs in the areas of Youth, Women's healthcare and Mental healthcare that are equal to or superior to the level of care that was provided by County.
5. **Medications.** UTMB agrees to procure, dispense, deliver and administer all medications to Inmates under the supervision of licensed medical personnel to the Inmates at their individual resident Facility in a manner that does not adversely effect County operations. UTMB agrees to duplicate the current medication process prior to the execution date, which shall only be changed with mutual agreement of all parties. Approval herein shall not be unreasonably withheld. UTMB agrees to continue medication for any new Inmate that is on medication(s) at the time of book-in for up to fourteen (14) days, at such time Inmates' medication requirements can be re-evaluated. UTMB agrees to follow a reasonable and appropriate formulary for mental health medication agreed upon by all parties. Medications shall be administered within 24 hours from the time the prescription is written. UTMB agrees to follow the TMAP Community Standard for Mental Health and prescribe psychiatric medications according to this protocol only. The cost for UTMB non-formulary psychiatric medications will be reimbursed by DCHD. To the extent it is legally authorized, UTMB shall provide psychiatric medications at the Public Health Services **000017**

pricing, or at the lowest possible cost. UTMB and DCHD shall establish a Pharmacy and Therapeutics Sub-Committee to include representatives from DCHD, UTMB, and ValueOptions, to create a formulary for psychiatric medications that must be approved by DCHD Executive Management. UTMB agrees to follow the TMAP Community Standards for Mental Health and prescribe psychiatric medications according to the established formulary approved by DCHD.

6. Ancillary Services. UTMB agrees to provide all laboratory and diagnostic testing, including x-rays and routine required procedures (such as serologies, PPD, etc.) all as medically necessary. UTMB also agrees to collect all court-ordered and consent specimens and/or samples, as required. Moreover, nurses that perform blood alcohol tests for certain court cases shall appear in trial as witnesses, when necessary.
7. Dental Services. UTMB shall implement and maintain written procedures to ensure adequate and/or reasonable dental care when medically indicated for Inmates during their confinement in the Facilities.
8. UTMB shall not be required to provide the following:
 - a) Behavioral health services, including drug and alcohol addiction recovery; with the exception of medically necessary detoxification and withdrawal services.
 - b) Outpatient pharmacy services;
 - c) Take-home medical supplies (excluding those Inmates with chronic medical conditions including, psychiatric, AIDS or hypertension medication, who will be given a ten (10) day supply of their medication upon release, as required by treatment guidelines); and
 - d) Routine health care and medication for Staff (emergency care shall be provided to Staff only as-needed).

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EXHIBIT "B"
PROCESS FOR DETERMINING THE DISTRIBUTION
OF OPERATIONAL EFFICIENCIES

The Agreement to provide medical services UTMB and DCHD defines UTMB's health care responsibilities related to DCHD's care of County Inmates.

The Agreement identifies specific Covered Services that are to be provided to County Inmates. In addition, the Agreement includes a Flat Fee provision that details UTMB's agreement to provide health care services on a full risk contract for a fee per Inmate, per day.

Based on the Flat Fee provision, it is assumed that the fee per Inmate, per day, covers UTMB's operating and administrative cost. Any initiative to reduce the operating or administrative cost to provide health services would lessen the overall cost to UTMB.

During the first six (6) months, UTMB is required to maintain the current personnel level, see Exhibit C. After the first six (6) months, if UTMB proposes to alter the current personnel level, DCHD and County must agree with the proposed new personnel level (new Exhibit C). Any plan to reduce health service cost should be submitted to DCHD for their prior review. The review will allow DCHD and UTMB to provide both with a fair and just financial benefit.

EXHIBIT "C"
MINIMUM PERSONNEL REQUIREMENTS

Position	Fulltime/ Parttime	How Many
3rd floor Medical		
CLERK II	F	1
DIRECTOR OF JAIL NURSES	F	1
NURSE PRACT/PHYSICIAN ASST	F	1
PUBLIC HEALTH PHYSICIAN	F	1
SECRETARY	F	1
SENIOR SECRETARY	F	2
Central Intake		
REGISTERED NURSE II	F	8
George Allen		
ASSIST LVN SUPERVISOR	F	1
CLERK I (WARD)	F	1
LVN II - JAIL/JUVENILE	F	8
PHYSICIAN	F	1
George Allen/N.T.		
PHYSICIAN (OB/GYN)	F	1
H.H.S.		
CLERK I (WARD)	F	1
MEDICATION TECHNICIAN	F	1
Infirmery		
LVN II - JAIL/JUVENILE	F	2
LVN II - JAIL/JUVENILE	F	8
REGISTERED NURSE II	F	3
REGISTERED NURSE II	F	2
RN SUPERVISOR	F	1
Juvenile		
CLERK I	F	1
CLERK I (WARD)	F	1
LVN II - JAIL/JUVENILE	F	7
PHYSICIAN	F	1
RN SUPERVISOR	F	1
Kays		
ASSIST LVN SUPERVISOR	F	1

CLERK I (WARD)	F	1
LVN II - JAIL/JUVENILE	F	6
Kitchen-Lew Sterrett		
LVN II - JAIL/JUVENILE	F	1
North Tower		
ASSIST LVN SUPERVISOR	F	1
CLERK I (WARD)	F	1
CLERK I (WARD)	F	1
LVN II - JAIL/JUVENILE	F	11
MEDICATION TECHNICIAN	F	2
PHYSICIAN	F	1
REGISTERED NURSE II	F	2
REGISTERED NURSE II	F	3
RN SUPERVISOR	F	1
Psych. 4th Floor Crowley		
MENTAL ILLNESS LIAISON	F	2
PSYCHIATRIC CASEWORKER	F	2
PSYCHIATRIC COUNSELOR	F	2
PSYCHIATRIC SOCIAL WORKER	F	2
PSYCHOLOGIST ASSISTANT I	F	1
Psych. 4th Floor W. Tower		
ASSIST LVN SUPERVISOR	F	1
CLERK I	F	1
CLERK I (WARD)	F	2
CLINIC SUPERVISOR	F	1
FORENSIC PSYCHIATRIST	F	1
LVN II - JAIL/JUVENILE	F	1
MEDICATION TECHNICIAN	F	5
PSYCHIATRIC CASEWORKER	F	1
PSYCHIATRIC RN	F	4
PSYCHIATRIST	F	2
Psych. 9th Floor Crowley		
CASE MANAGER SUPER (SOCIAL SERVICE)	F	1
T.B. H.H.S.		
OUTREACH WORKER	F	2
T.B. Jail Screening		
LVN II - JAIL/JUVENILE	F	4
OUTREACH WORKER	F	1

REGISTERED NURSE II	F	1
West Tower		
CLERK I (WARD)	F	1
LVN II - JAIL/JUVENILE	F	6
RN SUPERVISOR	F	1
Youth Village		
LVN II - JAIL/JUVENILE	F	2
ASSIST LVN SUPERVISOR	F	2
CLERK I (WARD)	F	2
LVN II - JAIL/JUVENILE	F	3
MENTAL ILLNESS LIAISON	F	1
NURSE PRACT/PHYSICIAN ASST	F	1
PSYCHIATRIC RN	F	1
SENIOR SECRETARY	F	1
Contract Psychiatrists— Approx. 10 hours per week each	P	3
	Total	149

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

STANLEY SHEPHERD,
Plaintiff,

VS.

DALLAS COUNTY, TEXAS
Defendant.

§
§
§
§
§
§
§
§

CIVIL ACTION NO.
3:05-CV-1442-D
ECF

AFFIDAVIT OF LESLIE SWEET

Before me, the undersigned authority, personally appeared Leslie Sweet who, being by me first duly sworn, deposed and stated as follows:

My name is Leslie Sweet. I am over twenty one years of age, of sound mind, capable of making this affidavit and have personal knowledge of the facts stated herein, which are all true and correct.

I am an attorney duly licensed to practice law in the State of Texas. I am employed by the Dallas County Sheriff's Department ("the DCSD") and currently assigned to duty as its Legal Advisor. As part of my duties I am a custodian of records for the DCSD.

The Dallas County Jail was subject to inspection by the Texas Commission on Jail Standards on March 27-21, 2000, March 26-30, 2001, April 15-18, 2002 and February 18-

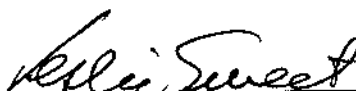


20, 2003. In the course of all these inspections, the Commission found no deficiencies and issued a Certificate of Compliance to the Dallas County Jail.

Attached hereto as Exhibit A is a copy of the summary reports of the Dallas County Jail inspections done by the Texas Commission on Jail Standards in the years 2000, 2001, 2002 and 2003. These documents are official records of the DCSD which reflect the activities of that agency and/or matters observed pursuant to a duty imposed by law. These records are kept by the DCSD in the regular course of business and it was in the regular course of business for an employee with personal knowledge of the act, event or condition recorded to make the record at or near the time of the act, event or condition recorded or reasonably soon thereafter.

At all times material to this suit all Detention Service Officers employed by the DCSD were required to be certified as Jailers by the Texas Commission on Law Enforcement Officer Standards and Education ("TCLEOSE"). To be certified by TCLEOSE as a Jailer, a Detention Service Officer was required to complete the TCLEOSE training program and pass the TCLEOSE exams to be certified as a Jailer.

Further the affiant sayeth not.

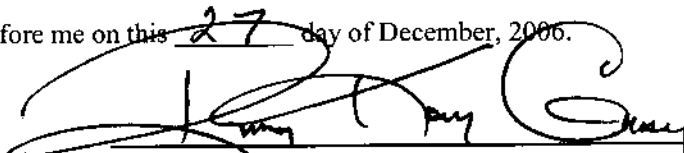

Leslie Sweet, AFFIANT

STATE OF TEXAS §

COUNTY OF DALLAS §

Subscribed and sworn to before me on this 27 day of December, 2006.




Notary Public in and for the State of Texas

Texas Commission on Jail Standards
CERTIFICATE OF COMPLIANCE

This is to certify that the

DALE COUNTY JAIL



The Minimum Jail Standards of the Texas Commission on Jail Standards

INSPECTOR

Joni Bell

EXECUTIVE DIRECTOR

[Signature]

000025

DEFENDANT'S
EXHIBIT

A

Texas Commission on Jail Standards

CERTIFICATE OF COMPLIANCE

This is to certify that the

DALLAS COUNTY JAIL

Has Been Duly Inspected On

March 26-30, 2001

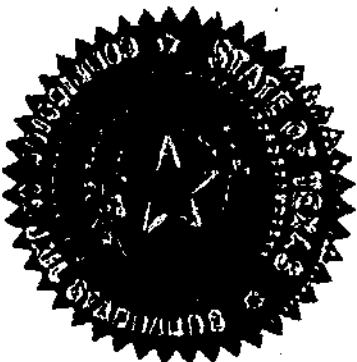
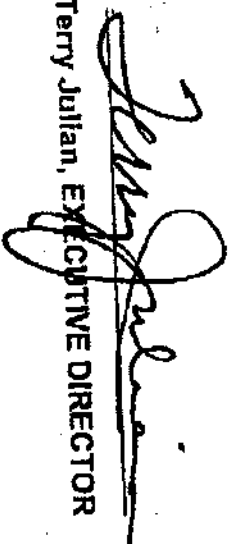
and Has Been Found That Date

To Be In Compliance With

The Minimum Jail Standards of the Texas Commission on Jail Standards

Under Authority of
Government Code,
Chapter 511

Terry Julian, EXECUTIVE DIRECTOR



000026



TEXAS COMMISSION ON JAIL STANDARDS

DALLAS COUNTY
DALLAS, TEXAS

SUBJECT: COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

- ☐ The facility was inspected on the date indicated below, and it was determined that deficiencies exist. You are urged: (1) to give these areas of noncompliance your serious and immediate consideration; and (2) to promptly initiate and complete appropriate corrective measures. The Commission is available to discuss or assist you with the appropriate corrective measures required.
- ☐ Failure to initiate and complete corrective measures following receipt of the Notice of Noncompliance may result in the issuance of a Remedial Order (Chapter 297.8, et seq.).
- ☒ This facility was inspected on the date indicated below. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Mark Wilson
Inspector Mark Wilson

April 15-18, 2002
Date(s) of Inspection

cc: Judge
Sheriff
Inspector

Inter-office Use Only

Received by: _____

Reviewed by: _____ Date _____

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at: 000027

P.O. Box 12985, Austin, Texas 78711 (512)463-5505, Fax (512)463-3185



TEXAS COMMISSION ON JAIL STANDARDS

DALLAS COUNTY

DALLAS, TEXAS

SUBJECT: COUNTY JAIL INSPECTION REPORT

State Law requires periodic inspections of county jail facilities (VTCA, Local Government Code, Chapter 351, VTCA, Government Code, Chapter 511; Chapter 297.8, Texas Commission on Jail Standards).

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- ☒ This facility was inspected on the date indicated below. There were no deficiencies noted and upon review of this report by the Executive Director of the Texas Commission on Jail Standards, a certificate of Compliance may be issued per the requirements of VTCA, Chapter 511 and Texas Minimum Jail Standards.

Authenticated:

Shannon J. Herklotz
Inspector Shannon J. Herklotz

February 20, 2003
Date(s) of Inspection

cc: Judge
Sheriff
Inspector

Individuals and/or entities regulated by the Texas Commission on Jail Standards shall direct all complaints regarding the commission procedures and functions to the Executive Director at:

P.O. Box 12985, Austin, Texas 78711 (512)463-5505, Fax (512)463-3185

Inter-office Use Only

Received by:

Reviewed by: Date

000028

Scanned by BASHAM, MARY LVN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:31

CENTRAL INTAKE EVALUATION FORM

Date: 10/4/03Time In: 2052 Time Out: 2100ALLERGIES: NKDA

BNO#

Name: Sherpherd Stanley D.O.B. 11/17/56 Race: B Sex: M Wt: 225Vital Signs: BP 138/93 P 87 R 20 Temp 98 O2SAT 98% FSSS NK

Do you have the following medical conditions?

Y or N

- ☒ Active pulm tuberculosis
When? _____
- ☒ Resp problem
Asthma, COPD, Emphysema
- ☒ Dialysis
When? _____
Where? _____
Time? _____
- ☒ Mental Health Problems
Paraschiz, Bipolar
Suicidal, Depression
- ☒ Diabetes
IDDM or NIDDM
Heart Disease
Type: Angina
- ☒ Hepatitis A
When? _____
- ☒ Are you pregnant?
LMP: _____ EDC: _____
G _____ P _____ AB _____
- Pregnancy Test results: Pos Neg

Y or N

- ☒ Hypertension
- ☒ HIV
- ☒ Internal Bleeding Stool
When? 2 day
- ☒ Handicapped:
Type: _____
- ☒ Orthopedic Devices?
Type: None
- ☒ Seizures
Last Seizure: _____
- ☒ Wounds (Active)
Description: _____
Location: _____
- ☒ Tetanus: _____
- ☒ Alcohol use? Last Drink: 10/4/03
How often: Daily
- ☒ Drug use? Last Use: _____
Drug of choice: _____
How frequent: _____

Any med K.O.P. from Central Intake? Y ☒Reason for Infirmary admit: Alcohol Location of Meds: Home

46 y female - angina, Depression HTN - States he's Alcohol and
get shaky if he goes 3-days without alcoholic

INFIRMARY

List medications (taken in last month):

Date Filled	Rx#	Prescription	Last Dose	K.O.P.
		NTG	10/4/03	
		Thiazide	10/4/03	
		Clonidine	2 day	
		Pain med	10/3/03	

Nurse's Signature/Title: A. Tubb RNPsych referral? ☒ Y ☐ NInmate's Signature: Stanley S. Shepherd


000029



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Shepherd Stanley B/m 11/17/56

DALLAS COUNTY INMATE HEALTH SERVICES
PHYSICIAN ORDER FORM

 DOCTOR: Your orders are being automatically copied. Please use a black ink pen and write legibly.

DATE / TIME	
<i>10/4/03</i> <i>2400</i>	<i>V/S @ Shift X 3 Days</i> <i>Standing Orders DR Bowler / C. Potts RN</i>
	R K LEACH PAL 10/06/03 TIME - 3 ⁵⁵ PM
	<i>Noted C. Potts 10-6-03 0630</i>
DATE / TIME	
<i>10/6/03</i> <i>0355</i>	<i>Folic Acid + Thiamine per S.O.</i>
	<i>RIU member</i> <i>Noted C. Potts 10-6-03 0630</i>
DATE / TIME	
<i>10/6/03</i> <i>1300</i>	<i>Sr Sec NP 10/7/03</i> <i>noted Dr [signature] 10-6-03 2010</i> <i>J MOODY PHMSA FNP OCT 6 2003</i>

000030

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SHEPHERD STANLEY
03075284



DALLAS COUNTY INMATE HEALTH SERVICES
PHYSICIAN ORDER FORM

DOCTOR: Your orders are being automatically copied. Please use a black ink pen and write legibly.

DATE/TIME

10/7/03
8:40

Revised records from VA
K10 patch medly a this time
~~Tragedy 504 T po fhs 30 HRF error~~

noted
Dwain
10-8-03
2120

Chadwick Judd Ph.D.

DATE/TIME

10/12/03
0325

CMP, CRC diff.

Julian

DATE/TIME

10/13/03
325

See NP in Am
VS on 6-2

noted
Dwain
10-14-03
1600

MOODY RUSN FNP
13 OCT 2003

000031

Scanned by BASHAM, MARY LVN, CCHP in facility Low Starnett West Tower on 01/22/2004 14:30

HEPHERD
STANLEY
03075284



DALLAS COUNTY INMATE HEALTH SERVICES PHYSICIAN ORDER FORM

DOCTOR: Your orders are being automatically copied. Please use a black ink pen and write legibly.

DATE / TIME	ORDER
10/14/03 7:30pm	TT GP (Lower bunk) per approval Medicine

Prozac 20mg T po qam
RTT # Months

Andrew J. Del...

DATE / TIME	ORDER
10/14/03 8:00	Add ASA Buffered; PO qd #30 Add CTZ 15mg PO qd #30

Draw Renal panel in 3 wks.
May C. to GP Per above order,
May have teeth (partial)
when brought by family

L. MOODY WASH FNP
14 OCT 2003

DATE / TIME	ORDER
10-14-03 1650	

DATE / TIME	ORDER
10/20/03 0410	TT GP not D... 10-20-03 2:20

PK...

Scanned by BASHAM, MARY LVN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:30

SHEPHERD, Stanley - 03075286



DALLAS COUNTY INMATE HEALTH SERVICES
PHYSICIAN ORDER FORM

DOCTOR: Your orders are being automatically copied. Please use a black ink pen and write legibly.

DATE / TIME

11/11/03

① D/C Prozac

② Nortriptyline 50 mg i tab po qHS x 1 wk ✓
then i tab po qHS #60 11 ref.

③ RTC 4 wks 12-11-03

Noted R/L 11/15/03 @ 1553

DATE / TIME

11/26/03

FBS X T

1506

noted 11/27/03
0029
J.M. Cameron

DATE / TIME

11/27/03

Clonidine 0.2mg i PO X 1 now - sit up B/P

check QD X 3D - V.O. Dr. Floriging

11/29/03
0015

12/1/03

Clonidine 0.2mg PO

by #60 R X 11 done

Troponin level - done 12-01-03 1430

Noted
noticed / S. Cameron
12-03-03
2200

000033

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SHEPHERD STANLEY
03075286



DALLAS COUNTY INMATE HEALTH SERVICES PHYSICIAN ORDER FORM

DOCTOR: Your orders are being automatically copied. Please use a black ink pen and write legibly.

DATE/TIME

12/16/03

7:30 AM

6 PS

1st refused appt 12/30/03
RTC in 1 week - if refuses O/C Meds

Continued 12/16/03

noted
12/16/03
1000

DATE/TIME

12/31/03

0900

MAK

Elavil 100 mg i tab po qHS #30
D/C Pamelor. (if Elavil approved) vsy
3) RTC if not 12/29/04
SUE Conroe
12-31-03
1815

✓ vsy

DATE/TIME

1/8/04

Elavil denied by Pharmacy

MD Elavil

Continued Nortriptyline as ordered 11/11/03

(50 mg qHS)

V.D. Harris-Cotta 1st / Rebecca Feltner

000034

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CLINIC NOTES

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
INSTITUTIONAL DIVISION

Name: Shepherd Stanley
TDCJ No.: 03075286
Unit: 14

Date & Time	Notes
10-5-03 0845	New Commit. Alcoholic X 20 yrs - 2 six PKs. daily. Sub. goes to VA on Lancaster for Depression Subj. had stroke X 4 months ago. Subj. still has a little weakness to left side. T-97' B/P 115/58 P-70 R-18 SPO2 100% Subj. said he was choked choked PTA c/o sore throat hurting No noted injury to throat. D.K. LEACH MD 10/06/03 TIME 0355 PM

10/6/03 0830	T96.2° BP 126/73 P88 R20 SATO 100% Dilator L. WOODY R. MSH FNP 08 OCT 2003 1300
--------------	---

10/6/03 2345	V/S T99.2 P70 R16 BP 129/83 SpO2 99% (Oxygen)
10/6/03 2350	V/S T98.1 P71 R16 BP 96/71 SpO2 98% (Oxygen)
10/7/03 0530	V/S noted Redness

10/7/03 0753	98.2 62 16 117/77 97% — Simpson
10/7/03 1100	98.5 - 99% - 107/74 - 57 - 16 —

10/7/03@ 1100 Case Entry: IM states When he was brought in to
jail that the Police slammed him down on the
ground & broke his back tooth. IM would like to see →

Please sign each entry with status.

KSM - 1 (Rev. 5/92)

000035

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Name Shepherd, Stanley

BNO 03075286

Race _____ Sex _____ DOB _____

CLINIC NOTES

UTMB CORRECTIONAL MANAGED CARE
DALLAS COUNTY JAILS

DATE & TIME	NOTES
See Previous Page:	The Dentist A.S.A.P because he states the way the tooth is broken it is cutting his tongue. P. Johnson
	IM states he can not write a Kite for the Dentist because he can't read or write. P. Johnson
10/7/03 2300	DM refused PM vs. Brand obtained refusal from Jim Bell
10-8-03 0907	979 59 16 136/85 98% — J. Simpson
10/8/03 1350	Appt cancelled @ NP 10/7 - Pt refused - will fl prn - VS stable. MOODY R. H. S. R. F. 08 OCT 2003
10-8-03 @ 1000	108% P 52 R 16 T 97.2 123/83 — P. Johnson
10/8/03 - 2300	Refused VS — Jim Bell
10/9/03 0100	Refusal noted Return
10/11/03 2105	Reguery BP ✓ 175/100 states on Claritin 0.3mg tid when out on street, also states on plant pills, placed in doctor ask for H ₂ O states he of HTN and dx — J. Simpson
10/11/03 2110	Alleged kidney are damaged told by VAMC MD, had test done alleged HTN x 10 years — J. Simpson
10/14/03 0846	984 62 20 141/90 98% — J. Simpson
10/14/03 850	8' dx. HTN P/W — feels that he needs to be on a BP med — Also had a liver problem But confuses liver with a need for dialysis — Family is worried PM Spoke 3-6 mos ago — noted @ Baylor Hosp X 15 d. — to Residual LS dx —

Each entry must be signed

MOODY R. H. S. R. F. 14 OCT 2003

000036

Scanned by BASHAM, MARY LVN, CCHP in facility Low Street West Tower on 01/22/2004 14:31

CLINIC NOTES
TEXAS DEPARTMENT OF CRIMINAL JUSTICE
INSTITUTIONAL DIVISION

Name: Shepherd, Judy
TDCJ No.: 034752868
Unit: _____

Date & Time	Notes
10/14/03 1500	Cont'd ↑ O. Slizit & muscle tone of (L) arm ↑ vs Rt - HR RKR & muscle. (L) arm - OPA Wand. & insist on Clonidine - No S/S.C.P. A: H.T.N. P. Pt ed on MOA - TIGP. - See order L MOODY RN MSN FNP 14 OCT 2003
10/14/03 1630	Per order of 10/14/03 Prnise 20mg. # Dose 2nd refill, not indicated. Psych referral sent to confirm #30, 11 refill, written in medication order form. RK LEACH PNL 10/17/03 TIME 0325 PM - D. Smith RN
10/20/03 1030	Labs drawn
10/21/03 1045	Chart rec'd & met out in tray - Dr. review - Michael R. W. 2100 / 10/21/03 1100 JAMES HOLBROOK MD
10-31-03 6PM	Chart received. & meds P. Humphrey 10/31/03 2045
11/26/03 1505	Metabolic profile - uric except glucose 122 H. J. H. J.

Please sign each entry with status.

HSM - 1 (Rev. 5/92)

000037

Scanned by BASHAM, MARY LVN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:31

CLINIC NOTES

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

INSTITUTIONAL

NAME: Shepherd, Stanley
TDCJ No: 03075286
DOB: 11/17/56 R/S: B/M UNIT: 6PS

DATE & TIME	NOTES
11/27/03	Brought to N/S / nurse list for FBS. I.M. E C/O severe H/A status Hx HTN. B/P 145/117 HR 77 paged J. Sunde waiting on call back. <i>J. Sunde</i>
0330	Call back - paged J. Sunde PA @ this time. <i>J. Sunde</i>
0345	Call back - paged J. Sunde PA @ this time. <i>J. Sunde</i>
0410	Call back - full paged to Dr. Flargin. Message left. <i>J. Sunde</i>
0415	Call back from Dr. Flargin E.H.O. Give Clonidine 0.2mg x 1 now <i>J. Sunde</i>
0430	Clonidine 0.1mg it PO administered/orders for ↑ B/P. Set up for B/P vs QD X3D. <i>J. Sunde</i>
12/1/03	Inmate T97 181/133 P84 98% <i>(Stewart/CMT)</i> Give <i>PT</i> N/A - Rev # 158/97 P86
10:30	Tropium neg
12/1/03	Inmate T97 181/133 P84 98% <i>(Stewart/CMT)</i>
12-03-03 1430	Tropium test (C) - no sig. at present <i>J. Sunde</i>
12-03-03 20:00	B/P 74/32 - has not received his clonidine as ordered - given ID now - will recheck <i>J. Sunde</i>
21:00	B/P 158/100 2w. recheck <i>J. Sunde</i>

000038

Medication Administration Record
Scanned by SANDERS, RAQUEL L LVN in facility Low Sterrett West Tower on 02/19/2004 13:01

Name SHEPARD, STANLEY Bookin # 03075286 R/S B M DOB 11/17/1956

Location WEST 6P 5 Allergies

Medication Elavil 50mg

Month/Year 0104
2 PO HS

Rx # 3551

Medication Nortriptyline 50mg

Month/Year 0104
2 PO HS
D/C IF ELAVIL IS APPROVED

Rx # 31523

Medication

Month/Year 0104

Rx # 0

Medication

Month/Year 0104

Rx # 0

Medication

Month/Year 0104

Rx # 0

000039

Medication Administration Record
Scanned by SANDERS, RAQUEL L LYN in facility Low Street West Tower on 02/19/2004 13:01.

Name SHEPARD, STANLEY Bookin # 03075286 R/S B M DOB 11/17/1956

Location WEST 6P 5 Allergies

Medication Nortriptyline 50mg
Hr 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1

Month/Year 0104
2 PO HS

Rx # 31523

DC Nortriptyline 1/8/04 (denied by Pharmacy)

Medication
Hr 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1

Month/Year 0104

Rx # 0

Medication
Hr 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1

Month/Year 0104

Rx # 0

Medication
Hr 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1

Month/Year 0104

Rx # 0

Medication
Hr 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1

Month/Year 0104

Rx # 0

000040

Scanned by SANDERS, RAQUEL L. LVN in facility Low Street West Tower on 02/19/2004 13:01

MEDICATION ADMINISTRATION RECORD

NAME Sheppard Stanley BNO# 03075286 RIS B/m DOB 11/7/56

Jail Location: GPS

MEDICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
------------	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----

MONTH/YR 02/04

E(ondine 02mg

i po BID #60

Rx # Ant #13

MONTH/YR

H.C.T. 2.25mg

i po q day

Rx #

MONTH/YR

ASA 325mg

i po q day

Rx #

MONTH/YR

Rx #

MONTH/YR

#

MONTH/YR

000041

Scanned by SANDERS, RAQUEL L LVN in facility Low Sterrett West Tower on 02/19/2004 13:01

Name SHEPARD, STANLEY

Bookin # 03075286

R/S B M DOB 11/17/1956

Location WEST 6P 5 Allergies

Medication
doxapram 50mg

Month/Year 0104
1 PO HS X 7 DAYS,
THEN, 2 PO HS

Rx # 31523

Medication

Month/Year 0104

Rx # 0

Medication

nth/Year 0104

Ex # 0

Medication

Month/Year 0104

FLX # 0

Medication

Month/Year 0104

Rx # 0

000042

Medication Administration Record
Scanned by WHITE, MARY C LVN in facility Low Stenett West Tower on 04/03/2004 18:59

Name SHEPARD, STANLEY Bookin # 03075286 R/S B M DOB 11/17/1956
Location WEST 6P 5 Allergies
Medication Nortriptyline 50mg
Month/Year 0204
2 PO HS
Rx # 31523

Medication Clonidine 0.2mg
Month/Year 0204
1 P.O. BID x 60
start 12/4/03
Rx # 0

Medication HCTZ 25mg
Month/Year 0204
1 P.O. q day
Rx # 0

Medication ASA 325mg
Month/Year 0204
1 P.O. q day
Rx # 0

Medication
Month/Year 0204
Rx # 0

000043

VIN C. COTTEN, PA

Rx: SHEPHERD, STANLEY
MRN: 03075286 01/22/2004
06P 05,
Phone: Birth: 11/17/1956 SSN:

CLONIDINE HCL 0.2MG TABS
Sig: 1 TABS ORAL(po) TWICE DAILY
UPDATING EMR
Disp. #: 60 TABS Refills: 11
Allow Generic - No product selection indicated

NORTRIPTYLINE HCL 50MG CAPS
Sig: 2 CAPS ORAL(po) BEDTIME
UPDATING EMR
Disp. #: 60 CAPS Refills: 11
Allow Generic - No product selection indicated

Electronically Signed by BOWERS, STEVEN P on 01/23/2004.
And No Others##

000044

**UTMB CORRECTIONAL MANAGED CARE
CLINIC NOTES - NURSING**

PATIENT NAME: SHEPHERD, STANLEY **BOOK-IN #:** 03075286 **DATE:** 01/22/2004 14:43
DOB: 11/17/1956 **RACE:** B
LOCATION: Low Sterrett West Tower LAI#: < CELL:

Most recent vitals from 01/22/2004: BP: 189 / 125 (Sitting) Wt. Height Pulse: 95 (Sitting) Resp.: 18 / min Temp:

CURRENT MEDICATIONS:

ACETAMINOPHEN HCL 0.2MG TABS, 1 TABS ORAL(po) BID

Special Instructions: UPDATING EMR

HYDROCHLOROTHIAZIDE 40MG TABS, 1 TABS ORAL(po) QD

Special Instructions: EQUI=LASIX. VERY IMPORTANT TO TAKE OR USE THIS EXACTLY AS DIRECTED

PROPRANOLOL TARTRATE 50MG TABS, 1 TABS ORAL(po) BID

Special Instructions: TAKE 1 TAB TWICE DAILY.

ALLERGIES: NKA

INMATE AMBULATED TO N/S AS EMERGENCY C/O L) SIDED WEAKNESS AND FEELING
DIZZY/HEADHEADED.

INMATE REPETITIOUS IN COMPLAINT V/S AS ABOVE. PEARL. HAND
GRIPPS EQUAL. BILATERAL PATELLAR REFLEXES EQUAL.

NP: NOTIFIED DR. FLANGIN AND T/O REC'D. AND CARRIED OUT FOR:

1) LASIX 40 MG. P.O. NOW X1

2) LOPRESSOR 50 MG. 1 NOW AND BID

3) RE-CHECK B/P THIS PM AND Q.D. X3 DAYS

Electronically Signed by BASHAM, MARY LVN, CCHP on 01/22/2004.

Electronically Signed by FLANGIN, KATHRYN M MD on 01/24/2004.

##And No Others##

000045

**UTMB CORRECTIONAL MANAGED CARE
CLINIC NOTES - NURSING**

PATIENT NAME: SHEPHERD, STANLEY **BOOK-IN #:** 03075286 **DATE:** 01/22/2004 17:29
B: 11/17/1956 **RACE:** B
CITY: Low Sterrett West Tower LAI#: < CELL:

Most recent vitals from 01/22/2004: BP: 189 / 125 (Sitting) Wt. Height Pulse: 95 (Sitting) Resp.: 18 / min Temp:

CURRENT MEDICATIONS:

ONIDINE HCL 0.2MG TABS, 1 TABS ORAL(po) BID

Special Instructions: UPDATING EMR

ROSEMIDE 40MG TABS, 1 TABS ORAL(po) QD

Special Instructions: EQUI=LASIX. VERY IMPORTANT TO TAKE OR USE THIS EXACTLY AS DIRECTED

ETOPROLOL TARTRATE 50MG TABS, 1 TABS ORAL(po) BID

Special Instructions: TAKE 1 TAB TWICE DAILY.

ALLERGIES:

45-called to floor. subject in floor showing lt. side weakness, slurred speech, and diaphoretic. unable to get b/p at this time. p-140, r-26. dr. flangin notified. t/o send to pmh er per ambulance. sgt. hobbs notified. utmb notified, URI# 538965.

1615-ambulance here. subject transported to pmh.

dr. ask to evaluate.

Electronically Signed by WHITE, MARY C LVN on 01/22/2004.
##And No Others##

000046

Scanned by BASHAM, MARY LVN, CCHP in facility Low Street West Tower on 01/22/2004 14:32

UTMB-CMC/Dallas County Jail

Name SHEPHERD STANLEY

Progress Note

ID _____ Location: _____

Date & Time 10/17, 2003/8:40 am pm

08075282

Allergies: NKA PCN SULFA ASA Codeine

CC: Reports

46410 13M followed at Dallas VA, Badgering & manipulation for medication. States he is an alcoholic. As on ETOH detox protocol. Became belligerent when sedation stopped. Offered single cell in 3rd floor. He felt like he couldn't control behavior.

History of Suicide Attempts: No Yes # of Attempts: _____ Date of last attempt: _____

Types of Suicide Attempts: OD _____ Cut ting Hanging Jumping from high place MVA

History of Drug/Substance Use/Abuse: No Yes: Substance: ETOH - 2 Six packs day

Current Meds/Herbals/OTC Meds: None Now Same as last visit

Prescriber: _____

Side Effects from Current Medications: N/A No Yes

Medical Problems Since Last Visit: No Yes

AIMS:

MENTAL STATUS EXAM: (check all POSITIVE findings)

Level of Consciousness <input checked="" type="checkbox"/> Alert	Oriented x <u>3</u>	<input type="checkbox"/> Clouded	<input type="checkbox"/> Lethargic	<input type="checkbox"/> Somnolent	<input type="checkbox"/> Stuporous
Appearance <input checked="" type="checkbox"/> Neat	Attitude <input type="checkbox"/> Appropriate	Mood <input type="checkbox"/> Euthymic	Affect <input checked="" type="checkbox"/> Full Range	Psychomotor <input checked="" type="checkbox"/> Normal	Thought Process <input checked="" type="checkbox"/> Organized
<input type="checkbox"/> Dirty	<input type="checkbox"/> Guarded	<input type="checkbox"/> Depressed	<input type="checkbox"/> Flat	<input type="checkbox"/> Increased	<input type="checkbox"/> Disorganized
<input type="checkbox"/> Disheveled	<input checked="" type="checkbox"/> Sarcastic	<input type="checkbox"/> Dysphoric	<input type="checkbox"/> Blunted	<input type="checkbox"/> Decreased	<input type="checkbox"/> Circumstantial
<input type="checkbox"/> Obese	<input checked="" type="checkbox"/> Manipulative	<input type="checkbox"/> Scared	<input type="checkbox"/> Labile	<input type="checkbox"/> Catatonic	<input type="checkbox"/> Tangential
<input type="checkbox"/> Average	<input checked="" type="checkbox"/> Hostile	<input type="checkbox"/> Angry	<input type="checkbox"/> Restricted	<input type="checkbox"/> Ataxic	<input type="checkbox"/> LOA/FOI
<input type="checkbox"/> Thin	<input type="checkbox"/> Seductive	<input checked="" type="checkbox"/> Anxious	<input type="checkbox"/> Euphoric	<input type="checkbox"/> Tics	<input type="checkbox"/> Poverty of
<input type="checkbox"/> Flamboyant	<input type="checkbox"/> Uncooperative	<input type="checkbox"/> Other: <u>d</u>	<input type="checkbox"/> Congruent	<input type="checkbox"/> Fatigued	<input type="checkbox"/> Word Salad
<input type="checkbox"/> Other: _____	Eye Contact <input checked="" type="checkbox"/> Good	Appetite <input type="checkbox"/> Normal	<input type="checkbox"/> Sleep	<input type="checkbox"/> Insight	<input type="checkbox"/> Judgment
Speech <input checked="" type="checkbox"/> Normal	<input type="checkbox"/> Fair	<input type="checkbox"/> Increased	<input type="checkbox"/> Normal	<input type="checkbox"/> Good	<input type="checkbox"/> Good
<input type="checkbox"/> Pressured	<input type="checkbox"/> Poor	<input type="checkbox"/> Decreased	<input type="checkbox"/> Increased	<input type="checkbox"/> Fair	<input type="checkbox"/> Fair
<input type="checkbox"/> Slow	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Binging	<input checked="" type="checkbox"/> Insomnia	<input checked="" type="checkbox"/> Poor	<input checked="" type="checkbox"/> Poor
<input type="checkbox"/> Slurred	<input type="checkbox"/> Restricting	<input type="checkbox"/> Purging	<input type="checkbox"/> initial	<input type="checkbox"/> Denial	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Mute	<input type="checkbox"/> Other: _____	<input type="checkbox"/> Restricting	<input type="checkbox"/> middle	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Poverty of		<input type="checkbox"/> Other: _____	<input type="checkbox"/> terminal		
<input type="checkbox"/> Other: _____			# hrs _____	Naps: Y N	

Thought Control

☐ Congruent with process ☐ Obsessions ☐ Compulsions ☐ Malingering ☐ Paranoia

Hallucinations: No Yes Auditory Visual Tactile Olfactory

Delusions No Yes S/I/Plan No Yes H/I/Plan No Yes

Assessment:

Axis I: _____

Axis II: Deferred

Axis III: _____

Axis IV: ☐ Mild ☐ Moderate ☐ Severe ☐ Catastrophic Due to: * Employment * Economic * Housing * Primary Support * Educational * Access to health care * Legal * Other

Axis V: GAF _____ Highest GAF in past year _____

PLAN: 1. Patient verbalizes and demonstrates understanding and agreement with Plan of Care

☐ Yes ☐ No ☐ N/A *

2. See "Physician's Orders Form"

Catherine R. Judd, P.A.C.

000047

Scanned by BASHAM, MARY LYNN, OCHP in facility Law Sternett West Tower on 01/22/2004 14:31

UTMB-CMC/Dallas County Jail Name SHEPHERD STANLEY
Progress Note ID 03075286 Location: Infirmery

Date & Time: 10/14, 2003/ : am/pm
Allergies: AKBA PCN SULFA ASA Codeine
CC: Reports

IM has long history of alcohol dependence. States he is depressed about being in jail. Appears to be drug seeking. Unable to give h/o of consistent depressive disorder, He endures psychosis/acute disorder or mania. Was on detox protocol on arrival.

Hx of Suicide Attempts: No Yes # of Attempts: Date of last attempt: protocol on arrival
Types of Suicide Attempts: OD Cutting Hanging Jumping from high place MVA Attitude is
History of Drug/Substance Use/Abuse: No Yes Substance: Intelligent, articulate.
Current Meds/Herbals/OTC Meds: None Now Same as last visit Will prescribe Prozac.
Prescriber: Request for "sleeper" denied. Argues he got it in prison for 10 years. Given data supporting use of Prozac in beh. disordered will start Prozac

Side Effects from Current Medications: N/A No Yes
Medical Problems Since Last Visit: No
Detox protocol completed

AIMS: MENTAL STATUS EXAM: (check all POSITIVE findings)

Level of Consciousness <u>Alert</u>	Oriented x <u>3</u>	() Clouded	() Lethargic	() Somnolent	() Stuporous
Appearance <u>Neat</u>	Attitude <u>Appropriate</u>	Mood <u>Euthymic</u>	Affect <u>Full Range</u>	Psychomotor <u>Normal</u>	Thought Process <u>Organized</u>
() Dirty	() Guarded	() Depressed	() Flat	() Increased	() Disorganized
() Disheveled	() Sarcastic	() Dysphoric	() Blunted	() Decreased	() Circumstantial
() Obese	() Manipulative	() Scared	() Labile	() Catatonic	() Tangential
() Average	() Hostile	() Angry	() Restricted	() Ataxic	() LOA/FOI
() Thin	() Seductive	() Anxious	() Euphoric	() Tics	() Poverty of
() Flamboyant	() Uncooperative	() Other: <u>h</u>	() Congruent	() Fatigued	() Word Salad
() Other:	() Other	() Appetite <u>h</u>	() Tearful	() Other:	() Other:
Speech <u>Normal</u>	Eye Contact <u>Good</u>	Sleep <u>9-10</u>	() Sleep	Insight <u>Good</u>	Judgment <u>Good</u>
() Pressured	() Fair	() Normal	() Normal	() Good	() Good
() Slow	() Poor	() Increased	() Increased	() Fair	() Fair
() Shurred	() Other:	() Decreased	() Insomnia	() Poor	() Poor
() Mute	() Binging	() Purging	* initial	() Denial	() Other:
() Poverty of	() Restricting	* middle	* terminal	() Other:	
() Other:	() Other:	# hrs	Naps: Y N		

Thought Control
() Congruent with process () Obsessions () Compulsions () Malingering () Paranoia
Hallucinations: No Yes Auditory Visual Tactile Olfactory
Delusions: No Yes S/P Plan No Yes H/P Plan No Yes
Assessment:
Axis I: ETOH Dependence
Axis II: Deferred
Axis III:
Axis IV: () Mild () Moderate () Severe () Catastrophic Due to: * Employment * Economic * Housing * Primary Support * Educational * Access to health care * Legal * Other
Axis V: GAF Highest GAF in past year
PLAN: 1. Patient verbalizes and demonstrates understanding and agreement with Plan of Care
[] Yes [] No [] NA *
2. See "Physician's Orders Form"

*IM has completed
ETOH protocol recommended T/H G P*

000048

Scanned by RASHAM, MARY LVN, CCHP in facility Low Street West Tower on 01/22/2004 14:31

UTMB-CMC/Dallas County Jail

Name

SHEPHERD, Stanley

Progress Note

ID

03075286

Date & Time: 11/11, 2003 1345 D.O.B.:

Location: LS

Allergies: NKDA PCN SULFA ASA Codeine ASA

CC:

Pt. states he has taken Pz in prison - Took Pz in prison 5 help - States that he took Elavil + Saroguel - pulled him out of deep depression - asking for more medication -

AIMS:

MENTAL STATUS EXAM: (check all POSITIVE findings)

Level of Consciousness ☒ Alert Oriented x ☒ (☐ Clouded (☐ Lethargic (☐ Somnolent (☐ Stuporous)

Appearance	Attitude	Mood	Affect	Psychomotor	Thought Process
<input checked="" type="checkbox"/> Neat	(<input type="checkbox"/> Appropriate	<input checked="" type="checkbox"/> Euthymic	<input checked="" type="checkbox"/> Full Range	<input checked="" type="checkbox"/> Normal	<input checked="" type="checkbox"/> Organized
(<input type="checkbox"/> Dirty	(<input type="checkbox"/> Guarded	(<input type="checkbox"/> Happy	(<input type="checkbox"/> Flat	(<input type="checkbox"/> Increased	(<input type="checkbox"/> Disorganized
(<input type="checkbox"/> Disheveled	(<input type="checkbox"/> Sarcastic	<input checked="" type="checkbox"/> Depressed	(<input type="checkbox"/> Blunted	(<input type="checkbox"/> Decreased	(<input type="checkbox"/> Circumstantial
(<input type="checkbox"/> Obese	<input checked="" type="checkbox"/> Manipulative	(<input type="checkbox"/> Dysthymic	(<input type="checkbox"/> Labile	(<input type="checkbox"/> Catatonic	(<input type="checkbox"/> Tangential
(<input type="checkbox"/> Average	(<input type="checkbox"/> Hostile	(<input type="checkbox"/> Scared	(<input type="checkbox"/> Restricted	(<input type="checkbox"/> Ataxic	(<input type="checkbox"/> LOA
(<input type="checkbox"/> Thin	(<input type="checkbox"/> Seductive	(<input type="checkbox"/> Angry	(<input type="checkbox"/> Euphoric	(<input type="checkbox"/> Tics	(<input type="checkbox"/> FOI
(<input type="checkbox"/> Flamboyant	(<input type="checkbox"/> Uncooperative	(<input type="checkbox"/> Anxious	(<input type="checkbox"/> Congruent	(<input type="checkbox"/> Fatigued	(<input type="checkbox"/> Word Salad
(<input type="checkbox"/> Other:	(<input type="checkbox"/> Other:	(<input type="checkbox"/> Other:	(<input type="checkbox"/> Tearful	(<input type="checkbox"/> Other:	(<input type="checkbox"/> Other:

Speech	Eye Contact	Appetite	Sleep	Insight	Judgment
<input checked="" type="checkbox"/> Normal	<input checked="" type="checkbox"/> Good	<input checked="" type="checkbox"/> Normal	(<input type="checkbox"/> Normal	(<input type="checkbox"/> Good	(<input type="checkbox"/> Good
(<input type="checkbox"/> Pressured	(<input type="checkbox"/> Fair	(<input type="checkbox"/> Increased	(<input type="checkbox"/> Increased	<input checked="" type="checkbox"/> Fair	<input checked="" type="checkbox"/> Fair
(<input type="checkbox"/> Slow	(<input type="checkbox"/> Poor	(<input type="checkbox"/> Decreased	(<input type="checkbox"/> Insomnia	(<input type="checkbox"/> Poor	(<input type="checkbox"/> Poor
(<input type="checkbox"/> Slurred	(<input type="checkbox"/> Other:	(<input type="checkbox"/> Binging	* initial	(<input type="checkbox"/> Denial	(<input type="checkbox"/> Other:
(<input type="checkbox"/> Mute		(<input type="checkbox"/> Purging	* middle	(<input type="checkbox"/> Other:	
(<input type="checkbox"/> Hypertalkative		(<input type="checkbox"/> Restricting	* terminal		
(<input type="checkbox"/> Other:		(<input type="checkbox"/> Other:	# hrs _____	Naps: Y N	

Thought Process

☒ Congruent with process (☐ Obsessions (☐ Compulsions (☐ Malingering (☐ Paranoia (☐ Delusions

Hallucinations: ☒ No ☐ Yes ☐ Auditory ☐ Visual ☐ Tactile ☐ Olfactory

Suicidal/Homicidal Ideation, Intent, Plan No ☒ Yes

Assessment:

Axis I:

AXIS II: PD NOS

AXIS III:

Axis IV: (☐ Mild (☐ Moderate (☐ Severe (☐ Catastrophic Due to: * Employment * Economic
* Housing * Primary Support * Educational * Access to health care * Legal * Other

Axis V: GAF _____ Highest GAF in past year _____

PLAN:

1. Patient demonstrates understanding and acceptance of treatment plan
2. See "Physician's Orders Form"

Marvin C. Cotten, P.A.-C.

000049

Scanned by BASHAM, MARY LYNN, CCHP in facility Low Street West Tower on 01/22/2004 14:31

UTMB-CMC/Dallas County Jail

Progress Note

Name

ID

Location:

Date & Time: 12/31, 2003 0910 D.O.B.:

Allergies: NKDA PCN SULFA ASA Codeine ASA

CC:

SHEPHERD,
0307 Stanley
03075286
40 depression - feeling "dead" - lack of
desire to get up - asks about E. Lavin,
was taking 100 mg in TDC - taking for
10 y -

AIMS:

MENTAL STATUS EXAM: (check all POSITIVE findings)

Level of Consciousness <input type="checkbox"/> Alert		Oriented x <input type="checkbox"/> Clouded <input type="checkbox"/> Lethargic <input type="checkbox"/> Somnolent <input type="checkbox"/> Stuporous			
Appearance	Attitude	Mood	Affect	Psychomotor	Thought Process
<input type="checkbox"/> Neat	<input type="checkbox"/> Appropriate	<input type="checkbox"/> Euthymic	<input type="checkbox"/> Full Range	<input type="checkbox"/> Normal	<input type="checkbox"/> Organized
<input type="checkbox"/> Dirty	<input type="checkbox"/> Guarded	<input type="checkbox"/> Happy	<input type="checkbox"/> Flat	<input type="checkbox"/> Increased	<input type="checkbox"/> Disorganized
<input type="checkbox"/> Disheveled	<input type="checkbox"/> Sarcastic	<input type="checkbox"/> Depressed	<input type="checkbox"/> Blunted	<input type="checkbox"/> Decreased	<input type="checkbox"/> Circumstantial
<input type="checkbox"/> Obese	<input type="checkbox"/> Manipulative	<input type="checkbox"/> Dysthymic	<input type="checkbox"/> Labile	<input type="checkbox"/> Catatonic	<input type="checkbox"/> Tangential
<input type="checkbox"/> Average	<input type="checkbox"/> Hostile	<input type="checkbox"/> Scared	<input type="checkbox"/> Restricted	<input type="checkbox"/> Ataxic	<input type="checkbox"/> LOA
<input type="checkbox"/> Thin	<input type="checkbox"/> Seductive	<input type="checkbox"/> Angry	<input type="checkbox"/> Euphoric	<input type="checkbox"/> Tics	<input type="checkbox"/> FOI
<input type="checkbox"/> Flamboyant	<input type="checkbox"/> Uncooperative	<input type="checkbox"/> Anxious	<input type="checkbox"/> Congruent	<input type="checkbox"/> Fatigued	<input type="checkbox"/> Word Salad
<input type="checkbox"/> Other:	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:	<input type="checkbox"/> Tearful	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:

Speech	Eye Contact	Appetite	Sleep	Insight	Judgment
<input type="checkbox"/> Normal	<input type="checkbox"/> Good	<input type="checkbox"/> Normal	<input type="checkbox"/> Normal	<input type="checkbox"/> Good	<input type="checkbox"/> Good
<input type="checkbox"/> Pressured	<input type="checkbox"/> Fair	<input type="checkbox"/> Increased	<input type="checkbox"/> Increased	<input type="checkbox"/> Fair	<input type="checkbox"/> Fair
<input type="checkbox"/> Slow	<input type="checkbox"/> Poor	<input type="checkbox"/> Decreased	<input type="checkbox"/> Insomnia	<input type="checkbox"/> Poor	<input type="checkbox"/> Poor
<input type="checkbox"/> Slurred	<input type="checkbox"/> Other:	<input type="checkbox"/> Binging	* initial	<input type="checkbox"/> Denial	<input type="checkbox"/> Other:
<input type="checkbox"/> Mute		<input type="checkbox"/> Purging	* middle	<input type="checkbox"/> Other:	
<input type="checkbox"/> Hypertalkative		<input type="checkbox"/> Restricting	* terminal		
<input type="checkbox"/> Other:		<input type="checkbox"/> Other:	# hrs _____	Naps: Y N	

Thought Process
☐ Congruent with process ☐ Obsessions ☐ Compulsions ☐ Malingering ☐ Paranoia ☐ Delusions

Hallucinations: ☐ No ☐ Yes ☐ Auditory ☐ Visual ☐ Tactile ☐ Olfactory

Suicidal/Homicidal Ideation, Intent, Plan ☐ No ☐ Yes

Assessment:

Axis I: MDD

Axis II: _____

Axis III: _____

Axis IV: ☐ Mild ☐ Moderate ☐ Severe ☐ Catastrophic Due to: * Employment * Economic
* Housing * Primary Support * Educational * Access to health care * Legal * Other

Axis V: GAF _____ Highest GAF in past year _____

PLAN:

1. Patient demonstrates understanding and acceptance of treatment plan
2. See "Physician's Orders Form"


Marvin C. Cotten, P.A.-C.

000050

Scanned by BASHAM, MARY LYNN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:31

MEDICAL CONSENT REFUSAL FORM

(OFFICER PRINT BELOW INFORMATION)

DATE: Oct. 07, 2003

INMATE'S NAME: SHEPHERD, STANLEY

TIME: 11:30 Pm (AM) (PM)

BNO#: 03075286

DOB: 11-17-56

RACE: B/M

TANK: 3mw14

FACILITY: LSWT

I HEREBY GIVE MY CONSENT, OF MY OWN CHOOSING, NOT TO ALLOW ANY TREATMENT BY ANY OF THE FOLLOWING:

PLEASE SIGN YOUR NAME AFTER THE CORRECT REFUSAL:

- ☒ A. ANSWERING SICK CALL BY NURSE: ✓
- B. DALLAS COUNTY DOCTOR: _____
- C. DALLAS COUNTY DENTIST: _____
- D. PARKLAND HOSPITAL APPOINTMENT: _____
- E. CENTRAL INTAKE NURSE: _____

I WILL NOT HOLD THE DALLAS COUNTY HEALTH DEPARTMENT, OR THE DALLAS COUNTY SHERIFF'S DEPARTMENT RESPONSIBLE FOR ANY RESULTING COMPLICATIONS.

INMATE: X Refused
(SIGNATURE)

WITNESS: [Signature]
(SIGNATURE)

KIRKLAND II #6086
(PRINT)

WITNESS: [Signature] #6011
(SIGNATURE)

WILKINS
(PRINT)

REVISED 07-16-00

000051

Scanned by BASHAM, MARY LVN, CCHP in facility Low Street West Tower on 01/22/2004 14:32

DATE: 10/8/03
TIME: 11:00 (AM) (PM) [CIRCLE ONE]

(OFFICER PRINT BELOW INFO.)

INMATES' NAME: Shepherd Stanley
BNO#: 03075286
DOB: 11-17-56
RACE: B/M
TANK: 3MW 14
FACILITY: LSWT

I HEREBY GIVE MY CONSENT, OF MY OWN CHOOSING, NOT TO ALLOW ANY
TREATMENT BY ANY OF THE FOLLOWING:

PLEASE SIGN YOUR NAME AFTER THE CORRECT REFUSAL:

- A. ANSWERING SICK CALL BY NURSE: Reynold
B. DALLAS COUNTY DOCTOR: _____
C. DALLAS COUNTY DENTIST: _____
D. PARKLAND HOSPITAL APPOINTMENT: _____

I WILL NOT HOLD THE DALLAS COUNTY HEALTH DEPARTMENT, OR THE DALLAS
COUNTY SHERIFF'S DEPARTMENT RESPONSIBLE FOR ANY RESULTING
COMPLICATIONS.

SIGNED: Reynold

WITNESS: Ngon HSM
(SIGNATURE)
NGOBILI
(PRINT)

WITNESS: _____
(SIGNATURE)

(PRINT)

REV. 6/11/87 HLJ

000052

Scanned by BASHAM, MARY LVN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:31

DALLAS COUNTY MEDICAL DEPARTMENT

MEDICAL AUTHORIZATION

DATE: 10-14-03

INMATE: Shepherd, Stanley

BNO #: 03075286

() SPECIAL DIET: _____

() SHOES: _____

() LAY-IN: _____

() GYM REST: _____

(✓) OTHER: May have teeth (partial)
when brought by family

MEDICAL INDICATION/REASON: _____

DATE EFFECTIVE: 10-14-03

DATE TERMINATED: _____

DOCTOR'S SIGNATURE: L. Hood, FRC/ D. W. D. D.

000053

Scanned by BASHAM, MARY LVN, CCHP in facility Low Sterrett West Tower on 01/22/2004 14:31

- DALLAS COUNTY MEDICAL DEPARTMENT

MEDICAL AUTHORIZATION

DATE: 10-20-07

INMATE: Shepherd, Stanley

BNO #: 03075286

() SPECIAL DIET: _____

() SHOES: _____

() LAY-IN: _____

() GYM REST: _____

(x) OTHER: TT GP from 3/11/04 H/wob

MEDICAL INDICATION/REASON: _____

DATE EFFECTIVE: 10-20-07

DATE TERMINATED: _____

DOCTOR'S SIGNATURE: RK Lertz PA / [Signature]

000054

Scanned by BASHAM, MARY LVN, CCHP in facility Law Sterrett West Tower on 01/22/2004 14:31



SHERIFF'S DEPARTMENT

JIM BOWLER, SHERIFF

FRANK CROWLEY COURTS BUILDING
133 NORTH INDUSTRIAL BOULEVARD
DALLAS, TEXAS 75207-4313

REFUSAL FOR MEDICAL ASSISTANCE

DATE: 12-16-03 TIME: 7:25

I, Shepherd BNO# 03075281 TANK# 6P5

DO HEREBY REFUSE TO:

- () TAKE MY PRESCRIBED MEDICATION
- () TAKE MY PRESCRIBED TREATMENTS
- () SEE THE NURSE
- (x) SEE THE DOCTOR psych
- () SEE THE DENTIST
- () GO TO PARKLAND HOSPITAL FOR TREATMENT
- () GO TO X-RAY
- () OTHER, DESCRIBE _____

I MAKE THIS REFUSAL OF MY OWN WILL WITHOUT COERCION FROM ANYONE. I
WILL NOT HOLD THE DALLAS COUNTY HEALTH DEPARTMENT OR THE DALLAS
COUNTY SHERIFF'S DEPARTMENT RESPONSIBLE FOR ANY RESULTING
COMPLICATION.

WITNESS

E. J. Hill 2/22

SIGNED Refused
(INMATE'S NAME)

WITNESS

Hu 562

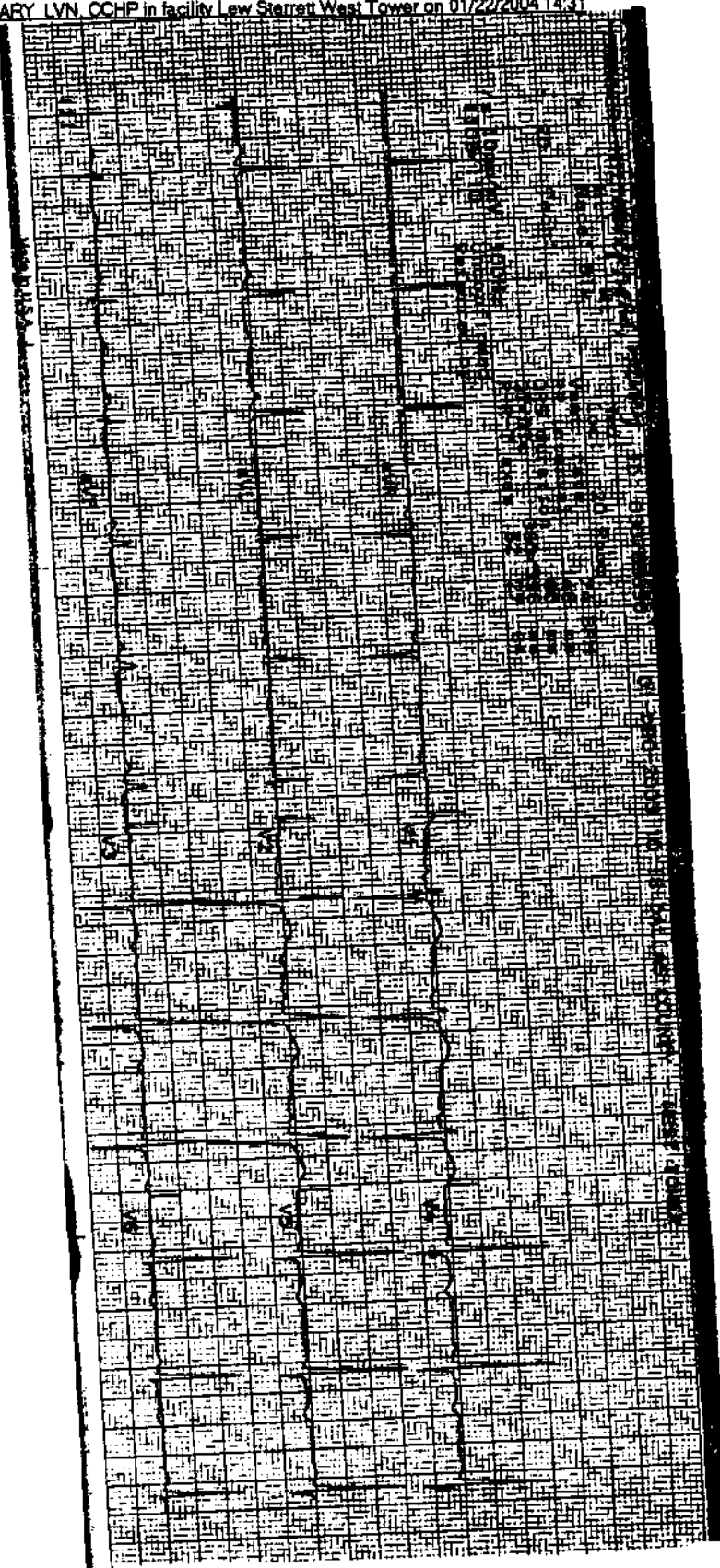
CLINICAL NOTE
Lew Sterrett West Tower

atient Name: SHEPHERD, STANLEY
N: 03075286
cial Security #:

RSING VITAL SIGNS Entered 01/25/2004 08:53 by STEWART, LAWONDA L CMA
MATE WAS DOWN AND OUT

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Scanned by BASHAM, MARY LVN, CCHP in facility Low Street West Tower on 01/22/2004 14:31



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~~in facility Low Sterrett West T~~
FBS XI

DIABETIC RECORD

Tank 65 Name Shepherd, Stanton NO 03075286 R/S blm DOB 11/17/56

[illegible]

11/29/03
0015

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293-163-0634-0		D3J42282615		Pg 1	RPTSEQ 5020	LabCorp
Fasting N/A	Micro Source	Total Urine Volume	Report Status S / Final		Clinical Information NT	
Date Collected 10/20/03	Time Collected 10:30	Date Entered 10/20/03	Date Reported 10/21/03		TAWT	
Patient ID Number 03075286		Patient Phone Number		Patient SSN		
Patient Name SHEPHERD, STANLEY		Sex M	Date of Birth 11/17/56			
Patient Address						
Comments Patient Age: 046/11						
Account 42282615 WEST TOWER LEW STERRETT 111 COMMERCE, WEST TOWER, 2ND DALLAS, TX 75207-7401 214-653-2626 Phy ID: SUNDE						
RECEIVED OCT 22 2003 LIME CMC						
Tests Requested CBC WITH DIFFERENTIAL/PLATELET; COMP. METABOLIC PANEL (14)						

TESTS	RESULT	FLAG	UNITS	REFERENCE INTERVAL	LAB
CBC WITH DIFFERENTIAL/PLATELET					
White Blood Cell (WBC) Count	8.0		X 10 ³ /uL	4.0 - 10.5	DA
Red Blood Cell (RBC) Count	4.71		X 10 ⁶ /uL	4.10 - 5.60	DA
Hemoglobin	14.9		g/dL	12.5 - 17.0	DA
Hematocrit	43.9		%	36.0 - 50.0	DA
MCV	93		fL	80 - 98	DA
MCH	31.6		pg	27.0 - 34.0	DA
MCHC	34.0		g/dL	32.0 - 36.0	DA
RDW	13.4		%	11.7 - 15.0	DA
Platelets	317		X 10 ³ /uL	140 - 415	DA
Polys	54		%	40 - 74	DA
Lymphs	35		%	14 - 46	DA
Monocytes	7		%	4 - 13	DA
Eos	3		%	0 - 7	DA
Basos	1		%	0 - 3	DA
Polys (Absolute)	4.3		X 10 ³ /uL	1.8 - 7.8	DA
Lymphs (Absolute)	2.8		X 10 ³ /uL	0.7 - 4.5	DA
Monocytes (Absolute)	0.6		X 10 ³ /uL	0.1 - 1.0	DA
Eos (Absolute Value)	0.2		X 10 ³ /uL	0.0 - 0.4	DA
Baso (Absolute)	0.1		X 10 ³ /uL	0.0 - 0.2	DA
COMP. METABOLIC PANEL (14)					
Glucose, Serum	14		mg/dL	65 - 109	DA
BUN	1.1		mg/dL	5 - 26	DA
Creatinine, Serum	1.1		mg/dL	0.5 - 1.5	DA
BUN/Creatinine Ratio	12			8 - 27	DA
Sodium, Serum	3.7		mmol/L	135 - 148	DA
Potassium, Serum	100		mmol/L	3.5 - 5.5	DA
Chloride, Serum	26		mmol/L	96 - 109	DA
Carbon Dioxide, Total	9.9		mmol/L	20 - 32	DA
Calcium, Serum	7.2		mg/dL	8.5 - 10.6	DA
Protein, Total, Serum	4.3		g/dL	6.0 - 8.5	DA
Albumin, Serum	2.9		g/dL	3.5 - 5.5	DA
Globulin, Total	1.5		g/dL	1.5 - 4.5	DA
A/G Ratio	1.2			1.1 - 2.5	DA
Bilirubin, Total	50		mg/dL	0.1 - 1.2	DA
Alkaline Phosphatase, Serum	22		IU/L	25 - 150	DA
AST (SGOT)	20		IU/L	0 - 40	DA
ALT (SGPT)			IU/L	0 - 40	DA

REPORT

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SHEPHERD, STANLEY

Report Date: 10-21-03 Report Time: 05:13 ET

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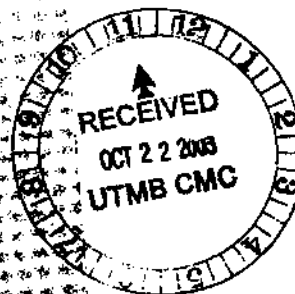
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LabCorp

Specimen # 293-163-0634-0		Control/Req Number D3J42282615		Pg 2	
Fasting N/A	Micro Source	Total Urine Volume		Report Status S / Final	
Date Collected 10/20/03	Time Collected 10:30	Date Entered 10/20/03		Date Reported 10/21/03	
Patient ID Number 03075286		Patient Phone Number		Patient SSN	
Patient Name SHEPHERD, STANLEY		Sex M		Date of Birth 11/17/56	
Patient Address					
Comments Patient Age: 046/11					
Tests Requested CBC WITH DIFFERENTIAL/PLATELET; COMP. METABOLIC PANEL (14)					

Account
42282615
WEST TOWER LEW STERRETT
111 COMMERCE, WEST TOWER, 2ND
DALLAS, TX 75207-7401
214-653-2626
Phy ID: SUNDE

Lab: DA LABCORP DALLAS
7777 FOREST LANE SUITE 350C DALLAS, TX 75230-0000
For inquiries, the physician may contact: Branch: 972-566-7500 Lab: 972-566-7500
Last Page of Report



REPORT

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SHEPHERD, STANLEY

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